Bangalore Electricity Supply Company Limited

BESCOM

(Government of Karnataka Undertaking)

Tender Document

CIN – U04010KA2002SGC030438

Enquiry No: BESCOM/2023-24/SE00115

"For Setting up and Managing the Integrated (24x7) call center by providing qualified personnel with necessary infrastructure for Circle Control Room pertaining to CTAZ and BRAZ of BESCOM in Single premises to be located in Bangalore**"**

ISSUED BY

Chief Manager (Ele)
Customer Relations, Corporate office,
BESCOM, Bangalore

Telephone No : 080-22251927
E-mail : gmcrbescom@gmail.com

SECTION-I

INSTRUCTIONS TO BIDDERS

1.0 BRIEF DESCRIPTION

Bangalore Electricity Supply Company Limited (BESCOM) invites tender for Setting up and Managing the Integrated (24x7) call center by providing qualified personnel with necessary infrastructure for Circle Control Room pertaining to CTAZ and BRAZ of BESCOM in single premises to be located in Bangalore.

1. Enquiry Number	BESCOM/2023-24/SE0115
2. Name of Work	For Setting up and Managing the Integrated (24x7) call center by providing qualified personnel with necessary infrastructure for Circle Control Room pertaining to CTAZ and BRAZ of BESCOM in single premises to be located in Bangalore
3. Approximate Amount put to tender	Rs. 47709048.00 (Rupees Four Crores Seventy Seven Lakhs Nine Thousand and forty eight only)
4. Tender processing fee	Refer Karnataka Public Procurment portal website www.kppp.karnataka.gov.in
5. Earnest Money Deposit	a) The bidders shall pay EMD of ₹ 4.77 Lakhs through any of the payment modes mentioned in the Karnataka Public Procurement Portal. b) Government/Quasi Government/Public Sector undertakings are not exempted from payment of EMD. The EMD shall be furnished along with the bids. c) Bids received without accompanying the requisite EMD are liable for rejection.
6. Validity of tender	180 days
7. Type of Tender	Two Cover Tender Document

Tender Schedule:	
8. Date of availability of the Bid in the Karnataka Public Procurement portal	From 20.02.2024 Onwards
9. Date Pre-bid Meeting	23.02.2024 at 11:30 Hours
10. Last date for submission of bids	28.02.2024 at 10:00 Hours
11. Date of opening of Technical bid	29.02.2024, 10:00 Hours Onwards
12. Date of opening of Price Bid	Will be opened in Karnataka Procurement portal after completion of Techno Commercial evaluation. Separate intimation regarding date of opening of price bid will not be issued.
13. Completion Schedule	As mentioned in the tender documents
14. General Terms and Conditions	Enclosed herewith
15. Scope of the work	Enclosed herewith

2.0 SCOPE OF WORK

2.1 The bidder shall provide for Setting up and Managing the Integrated (24x7) call center by providing qualified personnel with necessary infrastructure for Circle Control Room pertaining to CTAZ and BRAZ of BESCOM in single premises to be located in Bangalore**.**

2.2 The integrated BESCOM Circle Control Room has to work round the clock (3 shifts) through professional Man power.

2.3 The bidder shall provide 44(11 in first shift, 11 in second shift, 11 in third shift and 11 as buffer) Customer Support Executives for receiving and closure of complaints received from the Consumers. The engaged manpower personnel has to work in shift basis around the clock

2.4 The Customer support Executives should be able to download the complaints registered by the 24x7 helpline pertaining to BRAZ & CTAZ circles and transmit the same to sub division/ service station/concerned field staff.

2.5 All the complaints pertaining to their circles should be followed up and monitored till redress and dockets must be closed invariably confirmed by the consumers, using online software.

2.6 Team leader should take care of the circle control executive activity at micro level. They should Manage, train, guide and monitor executives workload and developments.

2.7 The Engaged Manpower i.e., the Customer Support Executives and Team Leaders will have to work in shift basis

2.8 The working hours for the Customer Support Executives and Team Leaders have to work in shift basis

- First Shift: 11 Customer Support Executives +1 Team Leader from 6.00 AM to 2.00 PM
- Second Shift: 11 Customer Support Executives +2 Team Leaders 2.00 PM to 10.00 PM.
- Third Shift: 11 Customer Support Executives +1 Team Leader 10.00 PM to 6.00 AM.

(Note : 1 Team Leader extra in Second Shift to the existing manpower, as the number of Complaints during evening peak hours will be large in number).

3.0 QUALIFICATION & EXPERIENCE :

- **Customer support Executive**: Shall be Graduation in any stream with Minimum 1 year experience in similar field.
- **Team Leader:** Shall be either an Engineering Graduate with minimum 2 years of experience or any other Graduate with 3 years of experience in the similar field.

4.0 QUANTITY OF MAN POWER

a) Total 49Nos. of Manpower per month including buffer.
b) 11 CSEs and 1 Team leader in first Shift, i.e., from 6.00 AM to 2.00 PM,
c) 11 CSEs and 2 Team leaders in second Shift, i.e., from 2.00 PM to 10.00 PM and
d) 11CSEs and 1 Team leader in third Shift, i.e., from 10.00PM to 6.00 AM.
e) 11 CSEs and 1 team leader as buffer.

4.1 Responsibilities of Manpower-CSE/TL

4.1.1 Responsibilities of Circle Control Room Executive:

a) Logging of daily interruptions and obtaining connected details there on.
b) Shift wise and Daily Cumulative report to be run.
c) Should be able to use integrated online CRM software or any other software as and where deployed by owner.
d) They should be able to download the complaints registered by the 24x7 helpline pertaining to the respective circles and transmit the same to sub division/service station/concerned field staff.
e) All the complaints pertaining to their circles should be followed up and monitored redressed and dockets must be closed invariably confirmed by the consumers, using online software only.
f) Should be proficient in Tele-conversation .They must possess essential communication skill like softness, clarity and pleasant speech while interacting with consumers over telephone.
g) Should demonstrate result oriented work ethics.

h) Should possess strong knowledge of BESCOM services.
i) Professional to monitor/carryout any customizes change in MIS report.
j) Any other works assigned by Team Leaders.
k) Any other works assigned by BESCOM Officers.

4.1.2 Responsibilities of Team Leaders

a) Team leader should take care of the circle control executive activity at micro level
b) Manage, train, guide and monitor executive workload and development.
c) Ensure team is abreast with latest development in BESCOM through continuous training.
d) Manage and motivate team members towards achieving optimal performance in day to day work.
e) Assist the circle control executives in challenging situations for resolving issues by barging (taking over) their calls.
f) Coordinating for Formatting and checking periodic reports.
g) Providing knowledge based training for circle Control Room Executive.
h) Coordinating with Helpline regarding any escalations, software issues and latest developments BESCOM.
i) Any other works assigned by BESCOM Officers.

5.0 INFRASTRUCTURE FOR 13 SEATER REQURIED:

Sl. No	Infrastructure Description per seat
1	Table & Executive Chair
2	Computer with desktop
3	Rent for Place
4	Water, Electricity, UPS & 24*7 DG
5	Internet with back up line
6	Telephone Instrument & Call Charges for outbound calls
7	IT Maintenance & Administration

6.0 PERIOD OF CONTRACT

The total contract period is for 2 years and extendable for another one year based on the satisfactory Performance of the firm on renewal of currency at the discretion of BESCOM by executing the fresh agreement & furnishing the extended performance guarantee for the extended period of contract.

7.0 QUALIFYING REQUIREMENTS

The bidder shall upload all the following documents in support of technical and financial capabilities to establish that the bidder meets the Qualifying Requirements as listed under in the Karnataka Public Procurment portal. Not uploading any of these documents shall lead to the disqualification of bidder. The Bidder shall complete the Bid Form in all respects.

Sl. No	Qualifications Criteria Proposed	Documents to be submitted
I	**Technical Requirements**	
1	The Bidder should be a Proprietorship Firm or Partnership firm or a Registered Company incorporated under Companies Act,1956/2013 or Limited Liability Partnership Firm incorporated under Limited Liability Partnership Act 2008.	The bidder shall upload the GST Registration Certificate and PAN Registration in case of Proprietorship Firm/Partnership deed in case of partnership Firm/Certificate of Incorporation in case of Registered Company/Limited Liability Partnership deed in case of Limited Liability Partnership Firm.
2	The Bidder must have PAN Card, GST, EPF, ESI & Labour Registration Certificates. The Bidder should have paid ESI & EPF.	The Bidder shall upload Copy of PAN Card, valid GST Registration Certificate, valid EPI, ESI & Labour registration Certificates. The Bidder shall upload the scanned copies of ESI & EPF Payment Challans to the concerned authority for the previous Financial year 2022-2023. The Bidder should also provide portal login credentials to verify the EPF & ESI payments.
3	The Bidder should have ISO 9001-2015, ISO 27001-2013 & ISO 20000-1& 2018 certificates for providing BPO Services/call centers/Contact Centre Solutions.	The scanned copies ISO certificates shall be uploaded.
4	The Bidder should have minimum 3 years of experience in providing the man power services along with necessary infrastructure to Call center /Control centre/Helpline projects in any Government utilities/ ESCOMs /PSU's.	Scanned Copies of Purchase order/ DWA issued by the concerned department shall be uploaded.
5	Bidder Should have experience in providing the man power services along with necessary infrastructure for minimum of 2 nos of similar inhouse Call center/Control centre/Helpline projects in any of the preceding three financial years 2020-21, 2021-22 & 2022-23 to Government utilities/ ESCOMs /PSU's. One such project shall be in any ESCOMs of Karnataka.	Scanned Copies of Purchase order/ DWA issued by the concerned department shall be uploaded. The Performance Certificate for having successfully providing the man power services along with necessary infrastructure issued by an Officer not below the rank of Executive Engineer or equivalent officer of the concerned ESCOMs/Govt Utilities /PSUs shall be uploaded.
6	The Bidder shall have minimum 100 Employees on roll at the time of bid submission.	The Bidder shall upload the scanned copies of the EPF & ESI Returns along with payment challan for the month of Jan-24.
7	The Bidder should have functional office in	Property document/Rental agreement

	Bengaluru.	shall be uploaded.	
II	**Financial Requirements**		
1	The Annual Financial Turnover of the Bidder shall **not be less than** the amount put to tender in at least preceding 2 financial years i.e., (2021-22 & 2022-23).	Audited annual account Statements such as P&L statement, Balance sheets for the FY 2021-22 & 2022-23 shall be uploaded.	
2	Bidders should have Liquid assets as on 31.01.2024 or later date before due date for submission of bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Commercial Bank shall not be less than 25% of the amount put to tender.	The cash at Bank and availability of fund based credit facility as on last date and time of previous month of the tender **(i.e.,31.01.2024)** or **at a later date before submission of the bids,** supported by certificate issued by any Nationalized/ Scheduled bank shall be uploaded. If the Bidder has banking with more than one Bank, then the available liquid assets, balance as on last date and time of previous month of tender **(i.e., 31.01.2024) or at later date, before submission of bids shall be the same for all the banks**. In case of Fund based credit facility, the certificate issued by Nationalized/Scheduled Bank **duly mentioning sanctioned limits, funds utilized so far and balance available on a particular date and time as on date of previous month (i.e.,31.01.2024) or at a later date,** before submission of the bid shall be uploaded	
III	**General Requirements**		.
a	**<u>Litigation History:</u>** The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years. A consistent history of awards involving litigation against the Bidder or any partner of Joint Venture may result in rejection of Bid & also Bidder should furnish self-declaration stating that the information/data furnished as part of their bid is true and correct. Subsequently, if it found incorrect, such Bidder will be black listed and further action will be initiated.	Bidder shall upload the Self declaration on Rs 500/- notarised Non-Judicial stamp paper.	
b	Even through the Tenders meet the above criteria, they are subject to be disqualified if	Bidder shall upload the Self declaration on Rs 500/- notarised Non-Judicial	

	they have: i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and/or ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc,; and/or iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. iv) Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission. v) Defaulted/short closed due to non-performance in execution of works against the order placed any Public Electrical Utility/Govt. utility as on date of bid submission vi) The Bidder should not be under a declaration of intelligibility for corrupt or fraudulent practices with any of the State Government or Central Government or PSU or Municipal agencies in India or Abroad at the time of submission.	stamp paper as per **Annexure-I** **Note:** The Bidder shall declare on Rs.500/- Non-Judicial stamp of the information furnished by them are true and correct. If BESCOM found that any misleading information and/ or suppressing of the facts by the Bidders, BESCOM shall reject the bid and such Bidder will be black listed including initiation of legal/ criminal proceeding. The decision of the BESCOM shall be final in this regard.
c	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority of India. (as per the Govt. order No. FD 455 Exp-12/2020 dated: 25.08.2020).	Registration certificate issued by the competent authority shall be uploaded.
d	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a Country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been	Self-declaration on Rs. 500/- notarised Non-Judicial stamp paper in the prescribed format/ certificate as per **Annexure-II** shall be uploaded.

	registered with Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached)	

Supporting Documents
The bidder shall upload all the following additional documents in support of technical and financial capabilities. Not uploading any of these documents shall lead to the disqualification of bidder.

i. Bidder shall upload the all **the Annexures(I to VII) as prescribed in the tender document. Not uploading any of these documents shall lead to the disqualification of bidder.**

ii. Declaration for providing all benefits adhering to minimum wages act, payments as per wages act and contract labour act, Employees PF, Employees State Insurance Act and Gratuity etc., to the employees provided by agency.

iii. Price sheet shall be filled inclusive of all taxes and duties as prescribed in the tender document and to be uploaded in financial bid through Karnataka Public Procurement portal mode only. **Uploading the same in Technical Bid Shall lead to disqualification.**

Note:

I. Notwithstanding anything stated herein above, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

II. In case the uploaded bid document could not be opened/not visible at the time of opening to Techno-commercial bids, the bids are liable for rejection.

III. In the event of the information furnished by the bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

IV. In the event of the information furnished by bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the DWA/purchase Order other than forfeiting the Security Deposits against the DWA / Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

V. If any false declaration is submitted by the bidder, then BESCOM reserve the right of rejection of contract and forfeiting of performance guarantee submitted by the firm.

8.0 SELECTION CRITERIAS

a. Even though the bidders meet above qualifying criteria, as per

their statements they are subject to be disqualified apart from forfeiting EMD, if they have made misleading or false representations in statements and attachments submitted as proof of the qualification requirement and/or Record of poor performance such as not properly completing the contract of financial failures etc.

b. The Bidder shall furnish the originals of all the documentary proof uploaded for the above mentioned Qualifying requirements, if required.

c. The Bidder shall indicate any deviations to terms & conditions if any. Otherwise it will be presumed that, the Bidder has accepted terms & conditions of the tender.

d. Details of Payments Receipts shall be uploaded towards payment of Professional Tax, EPF, ESI and Services taxes.

e. In the event of the information furnished by the bidder is found to be false at any stage of tendering, BESCOM at its discretion may take action against such bidders and may forfeit the bid security deposit and disqualify the offer of such bidder and blacklist the firm.

f. In the event of the information furnished by the bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the contract award other than forfeiting the Security Deposits against the contract award and blacklist the firm by recovering the losses and levy liquidated damages.

g. When the minimum wages are increased by the Govt of Karnataka, the amount will be increased in proportion towards wages.

h. Bid documents will be issued to prima facie qualified agencies in good faith. However, such issue of Bid document will not automatically mean that agencies are considered qualified. Such qualification will be reviewed at the time of the evaluation of the Bids.

i. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

j. The name and address along with seal of the authorized representative of the Bidder who will be interacting in future has to be furnished.

k. The tender not submitted through Karnataka Public Procurement portal and also non- submission of EMD is liable to be rejected.

l. BESCOM will not be responsible for not getting internet connection while downloading the electronic bid

sheets/documents or while uploading their offers.

m. The Bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract.

n. The Bidder/ firm having criminal background or insolvent are not eligible to participate in the tender.

o. Notwithstanding anything stated herein above, BESCOM reserves the right to assess the capacity and capability of the bidder, if the circumstances warrant such assessment in the interest of BESCOM. BESCOM reserves the right to waive any minor non-conformity or any minor irregularity in an offer, if they do not affect the capability of the Bidder to perform the contract.

p. In case the uploaded bid documents could not be opened/not visible at the time of opening of Techno-commercial bids, the bids are liable for rejection.

q. If any false declaration is submitted by the bidder, then BESCOM reserves the right of rejection of contract and forfeiting of performance guarantee submitted by the firm

9.0 TYPE OF TENDER

Tender is invited in two part system as below:

PART-I: TECHNO-COMMERCIAL BID

Techno commercial bid contains technical and commercial conditions of the tender.
The bidders shall read all technical particulars and commercial conditions carefully before uploading the same in the Karnataka Public Procurement portal. The relevant documents in support of meeting the eligibility criteria should be furnished in the techno-commercial bid.

PART-II: PRICE BID
The price bid contains the price schedule.

9.1 ISSUE OF TENDER DOCUMENTS

Tender documents can be downloaded from Karnataka Public Procurement portal www.kppp.karnataka.gov.in as per the dates mentioned above.

9.2 CONTENTS OF BIDDING DOCUMENT

The bidding documents are as follows:

Section I - Instructions to Bidders (ITB)

Section II - General Terms and Conditions of Contract (GCC) Section III - Annexures

10.0 UNDERSTANDING OF BID DOCUMENTS

The prospective bidder is expected to read all instructions, forms, terms and specifications in the bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

11.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, Techno - Commercial and other presentations etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

12.0 CLARIFICATIONS ON BID DOCUMENTS

12.1 If the prospective bidder finds any discrepancies or omissions in specifications, document or is in doubt as to the true meaning of any part, he shall at once make a request in writing, for an interpretation/ clarification, to the employer.

12.2 The employer will issue clarifications as fit in writing/ upload in the website/issue corrigendum in the Karnataka Public Procurement portal/ issue instructions in the Karnataka Public Procurement portal for any such requests received from the bidder seeking clarification on or before the date mentioned in the Karnataka Public Procurement portal.

12.3 All the clarifications will be notified to the bidders in the e-procurement website/Email and all such clarifications shall form part of the Bidding Document and the same shall be incorporated in the bids.

12.4 Verbal clarification and information given by employer or his employee(s) or his representative(s) shall in no way be binding on the employer.

12.5 **A Pre bid meeting will be held at Board Room, 1st Floor, Beluku Bhavana, BESCOM, Corporate office, K.R. Circle, Bengaluru-01 on 23.02.2024 at 11.30 AM.** The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents in general which are raised at that stage. Interested bidders or their representative limited to 2 (two) persons may participate in the said meeting for any clarification before submission of their offers. The bidders are advised to submit their query, if any, signed & Scanned copy to gmcrbescom@gmail.com hard copy to The General Manager (Customer Relations), Corporate Office, BESCOM, K. R. Circle, Bengaluru – 560 001, prior to the pre-

bid meeting. **Queries raised after the Pre-bidding meeting will not be entertained.**

12.6 Non-attendance to the pre-bid meeting will not be a cause for **disqualification** of bidders but at the same time shall not entitle him to raise any query at a later date.

12.7 Prospective bidder, who wishes to submit the bid shall adopt the following procedure.

The bidder shall fill and upload the Annexures in the Karnataka Public Procurement Portal on or before the time and date indicated in the notification.

Note: Please note that non-submission of required documents is liable for disqualification.

13.0 AMENDMENT TO BIDDING DOCUMENT

a) The employer at his discretion may alter, amend or modify the bidding conditions at any time prior to the last date fixed for submission of bids. All such amendments or modifications will be notified in Karnataka Public Procurement portal and the Employer will bear no responsibility or liability arising out of non-acknowledgment of the same before submitting the bid.

b) In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their bids employer may at his discretion extend the last date for submission of bids as deemed fit.

c) Such amendments, clarifications, etc, shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

d) The addendum/corrigendum will be uploaded on the http://kppp.karnataka.gov.in website. Bidders are requested to visit the website frequently to check for any amendments.

14.0 LANGUAGE OF BID

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged by the bidder and BESCOM, shall be written in English or Kannada language only. Failure to comply with this condition shall disqualify a bidder.

15.0 VALIDITY OF BIDS

15.1 Bids shall remain valid for **180 Days** from the date of opening of the Bids as prescribed by BESCOM.

15.2 In exceptional circumstances, the employer may seek bidder's consent for an extension of the bid validity period. The request and consent both shall be made in writing.

16.0 PRICES

16.1 The quoted prices shall be on FIRM price basis which shall remain valid throughout the contract period. The bidder

shall quote in Indian Rupees.

16.2 The Bidder shall not quote less than the prevailing Minimum Wages Act.

16.3 The bidder shall pay Minimum wages as per prevailing **Minimum wages Act, GOK** for Customer Support Executives & Team Leaders. The bidder should satisfy the Miminum wages.

16.4 The Bidder shall furnish the Basic, EPF, ESI, Transportation charges, Refreshments & Administration/Service Charges for Customer Support Executives & also Basic, EPF, Transportation charges, Refreshments & Administration/Service Charges for Team Leaders separately and also should quote the infrastructure charges for two years separately while quoting the financial bid on the Karnataka public procurement portal. The Administration/Service Charges should not be less than 5 % of Basic to be paid to the Staff including ESI, EPF & GST. The Bidder shall quote the total amount for both total Man power & Infrastructure for a period of two years (including Taxes and Duties) which is considered for evaluation..

Note: If the Bidder quotes **Administration/Service Charges less than the 5 %, the bids will be treated as Non-Responsive**

17.0 Evaluation of Price Bid:

17.1 The bidder has to quote the rates in the Karnataka public Procurement portal including GST.

17.2 All evaluated bid prices of all the Bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest Bid will be selected for the award of the Contract

18.0 TAXES AND DUTIES

18.1 Bidder shall quote inclusive of all taxes and duties. If no mention is made then prices quoted will be evaluated as inclusive of all taxes. All other charges such as EPF, ESI, PT and service Tax shall be quoted as per prevailing statutory provision.

18.2 The service charges have to be mentioned in the form of Rupees (amount) and not in percentage. If any bidder quotes Administration/Service Charges less than 5% such bids will be deemed for rejection. If no mention is made then prices quoted will be evaluated as of all inclusive.

18.3 Any such Taxes, Duties, Levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder’s account and no separate claim on this behalf shall be entertained by the owner. In case of deductions of statutory

taxes, prevailing procedure will prevail.

18.4 As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, the Owner shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

18.5 Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these Taxes.

18.6 If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

18.7 If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

19.0 INCIDENTAL COST OF BIDDING

The bidder shall bear all costs and expenses associated with preparation and submission of bid including post-bid discussions, technical & other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

20.0 METHOD OF SUBMITTING THE BID

20.1 The bids shall be submitted through Karnataka Public Procurement portal only on or before the last date and time for submission of bids on or before the date and time as mentioned in the Karnataka Public Procurement portal platform.

20.2 Bids without requisite EMD as specified in the bid documents will not be able to access for submission of bids.

20.3 All the documents in support of qualifying requirements shall be scanned and uploaded in the Karnataka Public Procurement portal.

20.4 Bids not complying with the documents (to be uploaded in Karnataka Public Procurement portal) and other statutory requirements (Fees/ EMD etc) will not be considered for opening of price bids and award.

21.0 SUBCONTRACTING OR SUBLETTING OF WORK

Any sub-contracting or subletting of work under the contract is not permitted.

22.0 TENDER PROCESSING FEE

The eligible bidders who wish to participate in the tender shall have to pay the non-refundable tender processing fee as specified in the Karnataka Public Procurement portal www.kppp.karnataka.gov.in.

23.0 EARNEST MONEY DEPOSIT

23.1 The Bidders shall pay an EMD of Rs. 4,77,100.00/- (Rupees Four Lakhs Seventy Seven Thousand one Hundred Only) through any of the four e-payment modes mentioned in the e-procurement Portal.

23.2 The earnest money deposit shall remain valid for 180 days from the schedule date of submission of bid documents.

23.3 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

24.4 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 18.1,18.2,&18.3 above shall be rejected by the Employer as non-responsive.

25.5 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause(17.2). The deposit towards EMD shall not carry any interest.

26.6 Permanent EMD will not be considered.

27.7 Bids shall be rejected, in case, the requisite EMD is not deposited

28.8 E-payment mode for Tender Processing Fee or the EMD Payment up to Rs. **10 Lakhs shall be made through any of the following modes of e-Payment**.

- Credit Card/ Debit card
- Net Banking
- NEFT / RTGS
- Over-the-Counter (OTC)
- IMPS

NOTE: - Tender Processing Fee or the EMD Payment up to Rs. 10 Lakhs payment at Karnataka Public Procurement Portal is through bank gateway as indicated in the e-portal. In Karnataka Public Procurement Portal, Contractor has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

For further clarification, contact Karnataka Public Procurement Portal.
Karnataka Public Procurement Portal Help Desk: Phone No: 080-46010000/68948777
+91-8022631200 E-mail:support@eprochelpdesk.com

24.0 EMD FORFEITURE

24.1 If the Bidder withdraws his bid during the period of bid validity specified by the Bidder in the bid form; or In case of successful Bidder, if the agency fails to sign the contract in

accordance with the terms of the tender document.

24.2 Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.

24.3 Fails or refuses to honour his own quoted prices for the services or part thereof.

25.0 LAST DATE FOR SUBMISSION OF BIDS

The tender documents shall be submitted through Karnataka Public Procurement Portal www.kppp.karnataka.gov.in as per date mentioned in kpp portal. Proposals shall be received by BESCOM using unified Karnataka Public Procurement Portal platform of the BESCOM, no later than the time and date stipulated in the tender Karnataka Public Procurement Portal.

Note: It will be in the interest of bidders to familiarize themselves with Karnataka Public Procurement Portal system to ensure smooth preparation and submission of tender documents, well in time.

26.0 OPENING OF TECHNO-COMMERCIAL BIDS

The Techno-commercial bids will be opened as per date & time mentioned in kpp portal.

The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

27.0 CLARIFICATIONS FROM BIDDERS

To assist in the evaluation and comparison of bids, employer may at his discretion ask the bidder for a clarification of his bid in accordance with KTPP act. The request for clarification and the response shall be in writing but no change in the quoted price is permitted in the post tender clarifications.

28.0 CONTACTING THE EMPLOYER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is not made by employer to the bidders. While the bids are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, employer and/or his employees/ representatives on matters related to the bids under consideration. If bidder wishes to bring additional information to notice of the BESCOM, it should be done in writing.

29.0 REJECTION OF BID

Any effort by a Bidder to influence the BESCOM in its decisions on bid evaluation, bid comparison or contract award may result in rejection of Bidder's bid.

Any false declaration by bidder during or after the bidding process would result in blacklisting of the bidder, forfeiture of entire Performance Bank Guarantee/Earnest Money Deposit and payments due to the bidder.

30.0 RIGHT TO ACCEPT/REJECT BIDS

BESCOM reserves the right to accept any bid, to annul the Tender process & reject all bids at any time prior to award of Contract, without any obligation to inform the affected Bidders on the grounds for BESCOM's action.

The BESCOM reserves the right to negotiate the financials with the L1 Bidder and seek revised financial bid.

31.0 TECHNICAL EVALUATION OF BIDS

The bids submitted in Karnataka Public Procurment platform will be evaluated on the basis of techno-commercial information furnished by the bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the bidder.

32.0 OPENING OF PRICE BID

The price bids of all the techno-commercially responsive bidders will be opened after the Techno-Commercial evaluation.

The price bids of the bidders will be evaluated on the total computed cost as per the price bid uploaded in the Karnataka Public Procurement portal.

33.0 NEGOTIATIONS

The lowest rates quoted by bidder will be compared with respect to the amount put to tender and prevailing market price. In the opinion of the employer, if the lowest offered rate of the bidder is found to be on the higher side, then negotiation of rates will normally be done with L-1 bidders only in terms of KTPP Act.

34.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

35.0 LIQUIDATED DAMAGES

The Liquidated Damages charges shall be levied as per Clause 'LIQUIDATED DAMAGES' provided in the General Conditions of Contract, on the total value of the contract/Award amount.

The firm shall deliver the resources within fifteen days of intimation by BESCOM which shall be provided during/after the issue of Letter of Intent.

36.0 NOTIFICATION OF AWARD

Employer will notify the successful bidder in writing by letter or fax that his bid has been accepted prior to expiry of bid validity and/or extended validity period, if any.

37.0 ISSUE OF WORK AWARD

Owner will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the bid with lowest quote, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Owner shall be the sole judge in this regard.

37.1 Detailed Work award (DWA) will be issued by the General Manager (Customer Relations), BESCOM.

37.2 The conditions indicated in the DWA, Bidding Documents, Annexure will be binding upon BESCOM and the successful bidder.

37.3 On receipt of the DWA, if the successful bidder needs clarification on any of the terms/conditions he shall raise the issue specifically and get the matter clarified immediately.

38.0 TERMINATION OF DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the Service Provider, terminate the Contract in whole or in part.

31.1 If the Bidder fails to deliver any or all of the services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

31.2 If the Bidder fails to perform any other obligation(s) under the Contract.

39.0 PAYMENT CLAUSES:

39.1 Payments to the Customer Support Executives and Team Leaders must be made by agency on or before 5th of every month through Electronic Transfer (RTGS) only without waiting for the payments from BESCOM and a statement should be furnished along with the bills of the succeeding month.

39.2 The agency shall submit monthly invoice along with necessary documents on or before 3rd of each succeeding month. The monthly payment inclusive of GST will be paid by BESCOM based on satisfactory service of the service provider and only after certification by Assistant General Manager (Customer Relation) counter signed by General Manager (Customer Relations), payment will be made by AGM (E&S) Section, Corporate Office, BESCOM, through Electronic Transfer (RTGS).

39.3 Salary for manpower will remain same during the contract period.

39.4 Under any circumstances, the receipt of payment by the agency from BESCOM should not be linked to the payments, the agency has to make to its engaged personnel on or before 5th of every month.

39.5 The Agency shall submit the monthly bill in duplicate with authenticated seal and signature for payment/ Adjustment.

39.6 The Agency shall furnish the following original documents/ enclosures in duplicate for payment. Otherwise the bills are liable to be rejected.

- Copy of monthly Biometric Attendance Extract
- Attested copies of challans consisting details of EPF, ESI and GST paid during previous month to the respective State/Central Govt. authorities along with the Employees details.
- Applicable Certificates with regard to EPF, ESI and GST.

40.0 OTHER CONDITIONS:

40.1 The agency shall get registered with the Labour Commission Office which is mandatory. The Agency shall pay EPF and ESI of its employees directly to the respective state/ Central Government authorities. EPF and applicable ESI amount shall be paid directly by the Agency and paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by the Agency. Remittance of such amount is wholly the responsibility of the Agency.

40.2 Selected Customer Support Executives/ Team Leaders shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, designation, Name of the Agency, date of appointment, etc. by the agency and should be strictly worn by Customer Support Executives/ Team Leaders during office hours.

40.3 All the Customer Support Executive/ Team Leaders shall wear uniforms issued by the agency without any extra cost to BESCOM and maintain discipline.

40.4 All benefits as per the Acts noted below shall be provided to the employees by the Agency only.

a. Minimum Wages Act, 1948
b. Payment of Wages Act, 1936

c. Contract Labour (Regulation and Abolition) Act, 1970
d. Employees PF and Miscellaneous Provision Act, 1952
e. Employees State Insurance Act, 1948
f. Payment of Bonus Act, 1965
g. Workmen's Compensation Act
h. Gratuity Act and related all Laborers Law and Rules pertaining to Laborers.

40.5 The list of Control room Executives shall be submitted to BESCOM along with the shift schedule. Once the list is approved, there shall be any change in the approved schedule.

40.6 The Bidder should have office set up in Bangalore.

40.7 The bidder shall submit the list of personnel working in the Circle Control Room every month. The payment proof shall be the bank account statement that payment has been credited in the accounts of all personnel working.

40.8 Whenever if there is any lapses, BESCOM will issue advertisement in the paper, mentioning the nature of default for information of the public.

40.9 The Bidder shall provide transportation for picking up and dropping the Customer Support Executives and team leaders from/to their residences from work place besides providing proper security to the women personnel.

40.10 Refreshments shall be provided to the engaged personnel and coffee/ tea should be made available in each shift by the agency.

40.11 The Executives / Team Leaders engaged by the agency will be the work force of Contract Agency only and under any circumstances they will not be considered as employees of BESCOM.

40.12 The bidder shall produce to the owner, the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

40.13 The Agency shall comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka from time to time and the Agency shall be solely responsible for penalties levied by the appropriate authority under the Act for any non-compliance. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF/ESI contribution as may be applicable is the sole responsibility of the Agency and shall not be reimbursed by BESCOM. The Agency shall be held responsible for any default in compliance.

40.14 BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. BESCOM shall not be liable for breach of any Labour Laws or any other Laws which are in force. The Agency shall not

be entitled to any other allowances or benefits which are not included in the contract.

40.15 The Agency and its engaged personnel have no right to disclose any Technical secrecy and Commercial secrecy of BESCOM to others.

40.16 The Agency shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Engaged personnel of service provider shall not misbehave with Consumers or BESCOM's permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the Agency shall be solely held responsible.

40.17 This tender called is subject to the condition that, BESCOM may order to deploy the Manpower to its premises with facilities provided by BESCOM in order to overcome space constraints, , to improve and ensure continuity in its services, Monitoring of call center for effective functioning and for optimal utilization of manpower & resources. The decision of BESCOM in this regard is final.

40.18 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.

40.19 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.

40.20 The Agency shall be absolutely responsible and liable and all personal injuries or death and/or property damage or losses suffered due to negligence of the staff performance of the service required under the work award.

40.21 The Agency shall ensure satisfactory standards of staff behavior conduct cleanliness and integrity Neglect of duties undesirable act misbehavior and consumption of alcohol while on duty etc. Shall not be condoned.

40.22 BESCOM shall not be responsible for any illegal action or omission made by the staff deployed by the agency. In case of any loss or damage to the BESCOM on account of any act. Omission negligence on the part of the agency and or his staff etc. in handling of the duties/ functions entrusted or otherwise or on account of breach, omission, failure or negligence on the part of the agency or its representatives in the compliance of provisions there of or in carrying out, executing, doing, performing or fulfilling any of its obligations or operations here under, the agency shall be liable to make good such loss or damage determined but BESCOM shall not be open to any question by the agency forthwith on demand, the agency shall be liable to pay the

said amount with interest @ 18% per annum thereon, from the date of demand till the date of actual payment.

40.23 The Agency shall provide extra person if desired by BESCOM during the period of the agreement at the rates already agreed in this DWA.

40.24 The agency will be liable not only to pay wages to his employees, but the retrenchment compensation notice pay, gratuity or bonus as per rules and BESCOM is not liable for any obligation of the agency.

40.25 The agency should maintain proper records, attendance of staff books prescribed.

40.26 No minor should be engaged for providing the above services.

40.27 Persons designated to the job connot be changed without prior approval of the General Manager (Ele) Customer Relations, BESCOM, Bangalore. The date interview will be intimated by the General Manager (ele), Customer Relations, BESCOM, Bangalore after completion of the formalities/ process subject to furnishing the agreement and the list of persons engaged by the subject to furnishing the agreement and the list of persons engaged by the agency.

40.28 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

40.29 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

40.30 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

41.0 PENALTY:

In case the service as per the tender are not rendered, you shall be liable to pay penalty to the company at 1/2 % per week for not rendering the services within the stipulated time as desired by BESCOM, subject to a maximum of 10% reckoned on the total contract value. If penalty exceeds 10% of contract value BESCOM reserves right to terminate the contract.

42.0 MODIFICATION AND WITHDRAWAL OF BIDS

No modification or withdrawal of bids is permitted in accordance with the unified Karnataka Public Procurement platform.

43.0 CORRECTION OF ERRORS

Bidders are advised to exercise greatest care in entering the pricing figures. No excuses are entertained for the mistakes that have been made or requests for prices to be corrected. The Karnataka Public Procurement portal will not allow any corrections after the submission of the bid.

44.0 PERFORMANCE BANK GUARANTEE

44.1 The successful bidder shall deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) within 20days, after the receipt of LOI or prior to signing of the contract whichever is earlier from a Nationalized Bank, payable on demand at Bangalore, for the due performance and fulfillment of the contract by the bidder.

44.2 This Performance Bank Guarantee will be for an amount of 10% of the total contract value. All charges whatsoever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.

44.3 The validity of the performance bank guarantee shall be as per the terms and conditions in the Performance Bank Guarantee mentioned in the General Conditions of Contract (GCC).

44.4 The Performance Bank Guarantee shall be discharged/ returned by BESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee (PBG).

44.5 In the event of the bidder being unable to provide service during the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

44.6 BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on bidder's part.

44.7 The PBG shall be furnished in format prescribed by employer (shall be provided on receipt of LOI by the successful bidder).

45.0 DISPUTE

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the Hon'ble Managing Director/ Director (Technical), Corporate Office, BESCOM, K.R.Circle, Bangalore-1 whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bangalore jurisdiction and in case of any dispute between the Bidder and the engaged manpower resources by the Bidder, BESCOM will not be a party and this has to be settled by the contractor himself at his own cost.

S/d

General Manager(Customer Relations)

BESCOM, Bangalore